

**FIRST AMENDMENT TO MILPITAS COMMUNITY GARDEN AGREEMENT  
BETWEEN  
THE CITY OF MILPITAS AND  
MILPITAS UNIFIED SCHOOL DISTRICT**

This First Amendment to the Agreement – Milpitas Community Garden ("First Amendment") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and Milpitas Unified School District, a public school district organized and operating under the laws of the State of California (hereafter referred to as "DISTRICT"). CITY and DISTRICT may be referred to herein individually as a "Party" or collectively as the "Parties."

**RECITALS**

A. WHEREAS, the District owns 1.2 acres of property improved with a perimeter fence and an irrigation system located east of Weller Elementary School which is located at 345 Boulder Street, Milpitas ("Garden Property"); and

B. WHEREAS, the Parties entered into an agreement on February 28, 2006 entitled "Agreement - Milpitas Community Garden" between the CITY and the DISTRICT authorizing the CITY to use the Garden Property as a community garden ("Agreement"); and

C. WHEREAS, the Parties desire to amend the Agreement so that the CITY can install a sewer line as part of its conversion to recycled water servicing the Garden Property to promote sustainability of the garden;

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Parties agree to amend the Agreement as follows:

1. The Agreement is amended to add the following section:

**Recycled water conversion:**

DISTRICT agrees that CITY will convert the Garden Property to recycled water. Pursuant to the State Water Resources Control Board, Drinking Water Division, the conversion to recycled water requires addition of a potable drinking fountain for the gardeners and washing basins for washing off garden products while the garden is irrigated with recycled water. Installing a drinking fountain and washing basins at the Garden Property, an urban site with clay and high groundwater conditions, requires a sewer connection for the discharge. The most practical alignment of the sewer connection is to the north of Dixon Rd along the westerly boundary of the school site located at 356 Dixon Rd. ("School Site"), as depicted on Exhibit A to the First Amendment, attached hereto

and by this reference made a part hereof ("Exhibit A – Depiction of Sewer Line").

DISTRICT grants CITY the authority to construct a sewer line on District property as depicted on Exhibit A. If the DISTRICT ever desires to sell the School Property, CITY agrees, at its own cost and expense, to remove the sewer line within three (3) months upon receipt of written notice from the new owner of the School Property.

CITY agrees to make its best efforts to minimize disruption of activities on the School Property during its construction of the sewer line. Directional boring for the majority of the pipes (sewer and water) next to the building and yard is expected / anticipated to keep the surface disruption to a minimum.

2. All other provisions of the Agreement not modified by this First Amendment shall remain in full force and effect.

This First Amendment is executed as of the date first written above.

APPROVED BY:

CITY OF MILPITAS

MILPITAS UNIFIED SCHOOL  
DISTRICT

\_\_\_\_\_  
Thomas C. Williams, City Manager

\_\_\_\_\_  
Cheryl Jordan, Interim Superintendent

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Steven Machida, City Engineer

\_\_\_\_\_  
Brian Shreve, Director MOT

APPROVED AS TO FORM:

\_\_\_\_\_  
Christopher J Diaz, City Attorney



# CONSTRUCTION DRAWINGS

## AUGUST 2016



Overall Title Sheet  
Augustine Park and Community Garden Plans  
Escuela Median Trail Plans  
Sandalwood Park, Hetch Hetchy, and Peter Gill Park Plans  
Inspector Sheets

